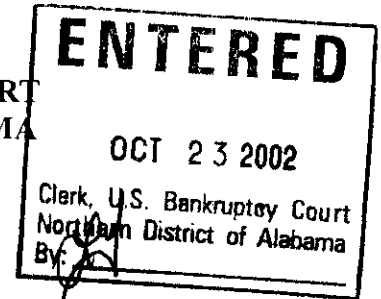


IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION



IN RE:

MEADOWCRAFT, INC.,

Debtor.

Case No. 02-6910-TOM-11

Chapter 11 Proceeding

**AGREED INTERIM ORDER REGARDING ADEQUATE
PROTECTION TO BANK OF AMERICA AND OTHER MATTERS**

This matter came on to be heard on October 15, 2002 on the motion of Bank of America, N.A. ("Bank of America") as agent for GMAC Commercial Credit Corporation, successor to Banc of America Commercial Corporation, AmSouth Bank, Deutsche Financial Services Corporation, Fleet Capital Corporation, Union Bank of California, N.A. and Bank of America (the "Lenders") for adequate protection and, in the alternative, relief for the stay. Meadowcraft, Inc. ("Debtor") and the Official Unsecured Creditors Committee ("Committee") filed objections thereto. Also present at the hearing were counsel for LaSalle, the Bankruptcy Administrator, and other interested parties. Prior to the conclusion of the evidentiary hearing, Lenders and Debtor requested this Court enter this Agreed Interim Order Regarding Adequate Protection to Bank of America and Other Matters (the "Interim Order"). Lenders and Debtor have consented to entry of this Interim Order. The Committee has no objection thereto.

It is therefore **ORDERED, ADJUDGED, and DECREED** as follows:

1. Debtor shall make three payments to Lenders in the amount of \$225,000 each, the first on entry of this Interim Order, the second on October 30, 2002, and the third on November 29, 2002. These three payments shall constitute adequate protection of Lenders' collateral for the time period from the date of filing of the bankruptcy petition through November 30, 2002 (the "Adequate Protection Payments").

2. These Adequate Protection Payments shall not be subject to disgorgement nor shall Lenders ever be entitled to additional adequate protection payments for the time period ending November 30, 2002. Moreover, these Adequate Protection Payments may not be applied as against any adequate protection that may be necessary after November 30, 2002. The Lenders shall apply the three Adequate Protection Payments to principal.

3. Lenders' Motion and the Objections thereto are hereby reset for final evidentiary hearing on December 9, 2002 at 9:30 a.m. (the "Hearing"). At the Hearing, the Adequate Protection Payments shall not be evidence nor shall they constitute any form of proof as to what the appropriate amount of future adequate protection payments for December 2002 and thereafter (if any) should be.

4. All evidence from the October 15, 2002 hearing shall be carried over and considered as evidence submitted at the Hearing. Any witnesses which were called and questioned at the October 15, 2002 hearing shall be subject to recall to testify anew at the Hearing. All witnesses subpoenaed to the October 15, 2002 hearing remain under subpoena for the Hearing.

5. Lenders' submission of Exhibit 41 is hereby withdrawn, without prejudice.

6. Debtor shall promptly submit, with the advance approval of the Lenders, (a) a § 363 motion to sell (i) the real property located in Somerton, Yuma County, Arizona (the "Yuma Property"); and (ii) the issued and outstanding capital stock of the subsidiary, Meadowcraft de Mexico S.A. De C.V. ("Mexican Stock") or the property owned by Meadowcraft De Mexico S.A. de C.V. and located in San Luis Rio Colorado, Sonora, Mexico (the "Mexican Property") (the "§ 363 Sales"); and (b) a motion to establish sales procedures.

7. Debtor shall enter into a listing agreement for the Yuma Property and shall cause Meadowcraft De Mexico S.A. de C.V. to enter into a listing agreement for the Mexico Property

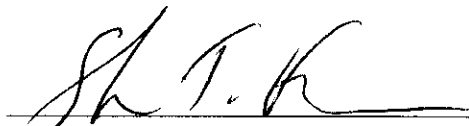
with both Keen Realty LLC and C. B. Richard Ellis, Inc. (hereinafter collectively referred to as the "Realtors") on substantially the same terms as that presently exist between Debtor and the Realtors and Meadowcraft De Mexico S.A. de C.V. and the Realtors, as appropriate. All compensation due Realtors shall be paid from of the proceeds of the § 363 Sales.

8. Debtor will take reasonable action to challenge the Arizona taxing authority's assessment of value on the Yuma Property. Such challenge shall be filed at a reasonable time to enhance the value of the Yuma Property and, in any event, by no later than December 15, 2002, unless the Yuma Property is sold before that date.

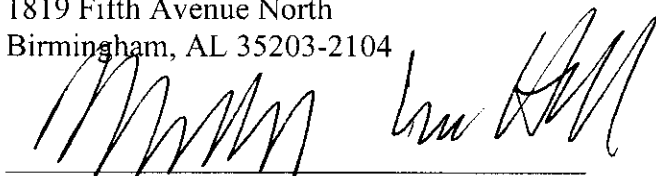
Dated this the 23rd day of October, 2002.



Tamara O. Mitchell
UNITED STATES BANKRUPTCY JUDGE



Sherri T. Freeman
Attorney for Debtor
Bradley Arant Rose & White LLP
One Federal Place
1819 Fifth Avenue North
Birmingham, AL 35203-2104



Michael Leo Hall
Attorney for Lenders
Burr & Forman LLP
Suite 3100, SouthTrust Tower
420 North 20th Street
P. O. Box 830719
Birmingham, AL 35283-0719